

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: APRIL 16, 2003 Division: TDC

Bulk Item: Yes X No Department:

AGENDA ITEM WORDING:

Approval of the Florida Keys Fishing Tournament, Inc. Appropriation Committee for 2003-2004.

ITEM BACKGROUND:

TDC approved same at their meeting of March 18, 2003.

PREVIOUS REVELANT BOCC ACTION:

BOCC approved original Agreement at their meeting of March 10, 1999.
BOCC approved extension to Agreement at their meeting of June 19, 2002.

CONTRACT/AGREEMENT CHANGES:

Current Agreement requires TDC/BOCC approval of any change to Appropriations Committee.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$600,800

BUDGETED: Yes X No

COST TO COUNTY: \$600,800/TOURIST PAY

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Lynda Stuart)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # 23

FISHING UMBRELLA APPROPRIATIONS COMMITTEE
FY 2003-2004

District I

Mike Weinhofer

District II

John Crockett

District III

Donna Vankirk

District IV

Jim Bernardin

District V

Laura Males

ADDENDUM TO AGREEMENT

THIS ADDENDUM is entered into this 19th day of JUNE, 2002, by and between the BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, hereinafter referred to as the COUNTY and Florida Keys Fishing Tournament, Inc., hereinafter "FKFT".

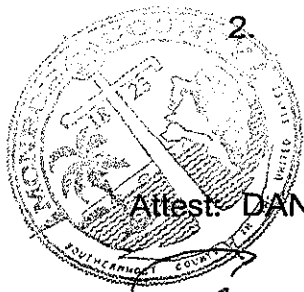
WITNESSETH

WHEREAS, there was a contract entered into on March 10, 1999, between the parties, to act as a County wide Fishing Umbrella to make recommendations to the TDC and BOCC concerning funding for Tourism related Fishing activities; and

WHEREAS, original agreement allows for an extension of agreement for an additional (2) two year period beyond the initial award period;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to hereby amend the agreement entered into on March 10, 1999, as follows:

1. Paragraph 1. TERM, shall be amended by adding the following sentence: Pursuant to said option, this agreement is extended for a period of two (2) years commencing September 30, 2002 and terminating on September 30, 2004;
2. The remaining provisions of the contract dated March 10, 1999 shall remain in full force and effect.



Attest: DANNY L. KOLHAGE, Clerk

Jamela Hancock
Deputy Clerk

Board of County Commissioners of
Monroe County

BY: [Signature]
Mayor/Chairman

(CORPORATE SEAL)

Attest:

Witness

Witness

Florida Keys Fishing Tournaments, Inc.

BY: [Signature]
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: [Signature]
SUZANNE A. HUTTON

DATE 9/10/02

FISHING UMBRELLA CONTRACT

THIS AGREEMENT is entered into this 10th day of MARCH, 1999, by and between the BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, hereinafter referred to as the BOCC and FLORIDA KEYS FISHING TOURNAMENTS, INC., hereinafter referred to as FKFT;

WITNESSETH

WHEREAS, the County wishes to enter into this agreement with FKFT, so that FKFT will act as a County wide Fishing Umbrella to make recommendations to the TDC and BOCC concerning funding for Tourism related Fishing activities,

1. Term: The term of this Agreement is for a period of thirty-six (36) months commencing October 1, 1999 and terminating September 30, 2002 with one (1) option to extend for a two (2) year period.
2. Scope of Services: FKFT will provide the following services:
 - A. FKFT shall budget and coordinate with respect to fishing, with the Florida Keys, the following:
 1. All national media advertising for Florida Keys Fishing events and promotions.
 2. All public relations for all Florida Keys Fishing events and promotions.
 - B. FKFT shall establish a photo program to distribute to national trade and consumer publications, photos to represent award winners and media attractive fishing photos.
 - C. FKFT shall establish and administer policies and procedures which will distribute on an equitable district-wide basis based on prior year bed tax revenue percentages recommended for all qualified fishing activities. FKFT will accept applications on an annual basis.
 - D. The Fishing Umbrella shall solicit sponsors for programming and events to contribute sponsorship funds toward the operating expenses for member fishing events and activities. No TDC funds will be used to cover administrative or operating costs. When corporate sponsorship funding exceeds \$550,800.00 per fiscal year, the contract will be subject to renegotiating limited only to budgetary constraints.

- E. All Fishing Umbrella meetings will be open to the public and properly noticed, the same rules as required for all governmental meetings under F.S. 286.011.
 - F. FKFT shall provide research information and contribute statistics and scientific information for conservation and other fishing resource management to demonstrate resource management for future generations and maintain economic resources.
 - G. Monroe County BOCC and TDC will fund through its Advertising and Public Relations agencies of record costs of promotion and advertising: (a) directly to vendors upon receipt of properly approved invoices or (b) reimburse FKFT and/or its members upon receipt of properly approved paid invoices and evidence of payment subject to availability of funds.
 - H. Composition - See Exhibit A.
3. Funding: a) The BOCC anticipates that up to **\$550,800.00** will be allocated to tourism-related fishing activities per year. Of said amount the allocation between promotion and Events shall be at the discretion of the BOCC upon recommendation by the TDC, approved at the beginning of the contract and, thereafter, at the beginning of each fiscal year of the contract. The recommendations of the Fishing Umbrella Committee shall be submitted to the TDC for consideration prior to adoption of TDC annual budget each year, but FKFT has no final authority to require TDC to adopt its recommendations. TDC will then make recommendations to the BOCC for allocation of funds for approval, requiring individual contract to be entered by each recipient. (See Attached) Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.
4. Termination: The contract can be terminated by either party without cause with 120 days notice. BOCC may terminate immediately for cause pursuant to paragraph 7, below. If not otherwise terminated, the contract shall end on September 30, 2002.
5. Accounting: Records of FKFT pertaining to this project shall be kept on generally recognized accounting principals, acceptable to Monroe County, and shall be available to the BOCC or to an authorized representative for audit.

6. Modification: Additions to, modification to or deletions from the provisions set forth in this contract shall be effective only in writing and approved by BOCC.
7. Breach of Services: The parties agree to full performance of the covenants contained in this contract, and the BOCC reserves the right at its discretion, provided such breach is material, to terminate the services provided in this contract for any misfeasance, malfeasance, or nonperformance of the contract terms or negligent performance of the contract terms by FKFT.
8. Indemnification and Hold Harmless: FKFT agrees to indemnify and hold Monroe County and the Monroe County Tourist Development Council harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the agreement. It agrees to pay all claims and losses, including related court costs, and shall defend all suits filed due to the negligent acts, errors or omissions of FKFT employees and/or agents.
9. Taxes: The BOCC and TDC are exempt from Federal Excise and State Florida Sales Tax.
10. Finances Charges: The BOCC and TDC will not be responsible for any finance charges.
11. Relation of BOCC/TDC: It is the intent of the parties hereto that FKFT shall be legally considered as an independent contractor and that neither it nor its employees or agents shall, under any circumstance, be considered servants or agents of the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said successful proposer, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
12. Disclosure: FKFT shall be required to list any or all potential conflicts of interest, as defined by Florida Statute 112 and Monroe County Ethics Ordinance. FKFT shall disclose all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interests of the BOCC and TDC.
13. Assignment: FKFT shall not assign, transfer, convey, sublet or otherwise dispose of this proposal, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior consent of the BOCC and TDC.
14. Compliance with Laws - Nondiscrimination: FKFT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race,

color, religion, sex, age or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

15. Force Majeure: FKFT shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where FKFT has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this Agreement.
16. Governing Law/Venue: This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the BOCC and TDC and FKFT. Venue of any court action filed relative to this agreement shall lie in Monroe County, Florida.
17. Antisolicitation: FKFT warrants that no person has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the Monroe County government or the TDC has any interest, financially or otherwise in FKFT or its subcontractors.
18. Severability: If any provision of the Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Notice: Any notice required or permitted under this Agreement shall be in writing and hand-delivered or mailed, postage prepaid by certified mail, return receipt requested, to the other party as follows:

For FKFT
Capt. Jim Sharpe
Florida Keys Fishing Tournaments Inc.
C/O: Sea Boots OutFitters
29975 U.S.1
Big Pine Key, FL 33043

To TDC/County:
Administrative Office
MCTDC
1201 White Street
Suite 102
Key West, FL 33040-3328

TDC/County shall give notice to Provider of any meetings on which is an agenda item pertaining to Fishing Umbrella.

20. Ethics Clause: Contractor warrants that he/it has not employed retained or otherwise had act on his/its behalf any former COUNTY office or employee in violation of Section 2 or Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the COUNTY may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present COUNTY officer or employee.
21. "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

(SEAL)

Attest:



(SEAL)

Attest:

CLERK OF THE BOARD OF COUNTY COMMISSIONERS

Rita J. Infante
CLERK

Clerk

Jim Sharpe
FLORIDA KEYS FISHING
TOURNAMENTS, INC.

William H. Harvey

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

Approved as to form and legal sufficiency: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY *Suzanne A. Hutton*
SUZANNE A. HUTTON

DATE *2/5/99*

EXHIBIT A

APPROPRIATIONS COMMITTEE

The Recommendation Committee of the FKFT Fishing Umbrella is comprised of five (5) members, with one member representing each of the five TDC districts throughout the Florida Keys. Each member shall be engaged in business in the district which said member represents, such business being related to the fishing industry. The members shall be appointed by FKFT and confirmed by the TDC and BOCC.

As of the commencement of the contract effective October 1, 1999, the members shall be:

District I	<u>LINDA LUIZZA</u>
District II	<u>BRETT TAPOROWSKI</u>
District III	<u>EARL CANTRILL</u>
District IV	<u>SUZAN BAKER</u>
District V	<u>CHESTER MARR</u>

Upon the cessation of operations of a member's fishing related business in the District for which appointed, a member shall be immediately terminated from the Recommendation Committee and FKFT shall appoint a replacement and process the appointment for TDC and BOCC approval. Additionally, FKFT may request approval from TDC and BOCC for a replacement member of the Recommendation Committee for any reason it deems appropriate.